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Attorneys for Defendant STG International,
Inc.

**UNITED STATES DISTRICT COURT
DISTRICT OF ARIZONA**

Anayeli Pimentel Solar, as the widow of
Benjamin Gonzalez-Soto, deceased, for
herself and for and on the behalf of all
other surviving statutory wrongful death
beneficiaries of Benjamin Gonzalez-Soto,
including JMGP, Maria Elena Soto
Villalpando, and Gilberto Gonzalez
Reyes,

Plaintiff,

v.

United States of America; CoreCivic, Inc.,
a Maryland corporation; STG
International, Inc., a Virginia corporation;
and Does 1-10, healthcare providers,

Defendants.

No. 2:24-cv-01517-SMM-JZB

**DEFENDANT STG
INTERNATIONAL, INC.,’S
ANSWER TO PLAINTIFF’S FIRST
AMENDED COMPLAINT**

Defendant, STG International, Inc., by and through undersigned counsel, for
its Answer to Plaintiff’s First Amended Complaint, admits, denies, and alleges as follows:

Defendant denies each and every, all and singular, of the allegations
contained in Plaintiff’s First Amended Complaint and each claim for relief thereof which
is not hereinafter expressly admitted or otherwise pleaded to.

INTRODUCTION

1
2 1. In answering Paragraph 1 of Plaintiff's First Amended Complaint,
3 Defendant denies that any acts or omissions made by or on its behalf and/or by or on behalf
4 of its agents and/or employees in providing medical care to the decedent fell below the
5 applicable standard of care or constituted deliberate indifference to decedent's serious
6 medical needs. Defendant further denies that Plaintiff's alleged damages were caused by
7 any act or omission made by Defendant and/or its employees and/or agents.

8 2. In answering Paragraph 2 of Plaintiff's First Amended Complaint,
9 Defendant denies that the decedent died in its care and custody. Defendant further denies
10 that any acts or omissions made by or on its behalf and/or by or on behalf of its agents
11 and/or employees in providing medical care to the decedent fell below the applicable
12 standard of care or constituted deliberate indifference to decedent's serious medical needs.
13 Defendant further denies that Plaintiff's alleged damages were caused by any act or
14 omission made by Defendant and/or its employees and/or agents. Defendant lacks
15 sufficient information to form a belief as to the truth of the allegations remaining in
16 Paragraph 2 of Plaintiff's First Amended Complaint.

17 3. In answering Paragraph 3 of Plaintiff's First Amended Complaint,
18 Defendant denies that the decedent died in its care and custody. Defendant further denies
19 that any acts or omissions made by or on its behalf and/or by or on behalf of its agents
20 and/or employees in providing medical care to the decedent fell below the applicable
21 standard of care or constituted deliberate indifference to decedent's serious medical needs.
22 Defendant further denies that Plaintiff's alleged damages were caused by any act or
23 omission made by Defendant and/or its employees and/or agents. Defendant lacks
24 sufficient information to form a belief as to the truth of the allegations remaining in
25 Paragraph 3 of Plaintiff's First Amended Complaint.
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1 4. In answering Paragraph 4 of Plaintiff's First Amended Complaint,
2 Defendant denies that the decedent died in its care and custody. Defendant further denies
3 that any acts or omissions made by or on its behalf and/or by or on behalf of its agents
4 and/or employees in providing medical care to the decedent fell below the applicable
5 standard of care or constituted deliberate indifference to decedent's serious medical needs.
6 Defendant further denies that Plaintiff's alleged damages were caused by any act or
7 omission made by Defendant and/or its employees and/or agents.

8 5. In answering Paragraph 5 of Plaintiff's First Amended Complaint,
9 Defendant denies that the decedent died in its care and custody. Defendant further denies
10 that any acts or omissions made by or on its behalf and/or by or on behalf of its agents
11 and/or employees in providing medical care to the decedent fell below the applicable
12 standard of care or constituted deliberate indifference to decedent's serious medical needs.
13 Defendant further denies that Plaintiff's alleged damages were caused by any act or
14 omission made by Defendant and/or its employees and/or agents.

15 6. In answering Paragraph 6 of Plaintiff's First Amended Complaint,
16 Defendant denies that the decedent died in its care and custody. Defendant further denies
17 that any acts or omissions made by or on its behalf and/or by or on behalf of its agents
18 and/or employees in providing medical care to the decedent fell below the applicable
19 standard of care or constituted deliberate indifference to decedent's serious medical needs.
20 Defendant further denies that Plaintiff's alleged damages were caused by any act or
21 omission made by Defendant and/or its employees and/or agents.

22 7. In answering Paragraph 7 of Plaintiff's First Amended Complaint,
23 Defendant denies that the decedent died in its care and custody. Defendant further denies
24 that any acts or omissions made by or on its behalf and/or by or on behalf of its agents
25 and/or employees in providing medical care to the decedent fell below the applicable
26 standard of care or constituted deliberate indifference to decedent's serious medical needs.
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1 15. In answering Paragraph 15 of Plaintiff's First Amended Complaint,
2 no affirmative response is required of this answering Defendant.

3 16. In answering Paragraph 16 of Plaintiff's First Amended Complaint,
4 Defendant lacks sufficient information to form a belief as to the truth of the allegations
5 contained therein.

6 17. In answering Paragraph 17 of Plaintiff's First Amended Complaint,
7 Defendant lacks sufficient information to form a belief as to the truth of the allegations
8 contained therein.

9 18. In answering Paragraph 18 of Plaintiff's First Amended Complaint,
10 Defendant lacks sufficient information to form a belief as to the truth of the allegations
11 contained therein.

12 19. In answering Paragraph 19 of Plaintiff's First Amended Complaint,
13 Defendant lacks sufficient information to form a belief as to the truth of the allegations
14 contained therein.

15 20. In answering Paragraph 20 of Plaintiff's First Amended Complaint,
16 Defendant lacks sufficient information to form a belief as to the truth of the allegations
17 contained therein.

18 21. In answering Paragraph 21 of Plaintiff's First Amended Complaint,
19 Defendant lacks sufficient information to form a belief as to the truth of the allegations
20 contained therein.

21 22. In answering Paragraph 22 of Plaintiff's First Amended Complaint,
22 Defendant lacks sufficient information to form a belief as to the truth of the allegations
23 contained therein.

24 23. In answering Paragraph 23 of Plaintiff's First Amended Complaint,
25 Defendant lacks sufficient information to form a belief as to the truth of the allegations
26 contained therein.

1 24. In answering Paragraph 24 of Plaintiff's First Amended Complaint,
2 Defendant lacks sufficient information to form a belief as to the truth of the allegations
3 contained therein.

4 25. In answering Paragraph 25 of Plaintiff's First Amended Complaint,
5 Defendant lacks sufficient information to form a belief as to the truth of the allegations
6 contained therein.

7 26. In answering Paragraph 26 of Plaintiff's First Amended Complaint,
8 Defendant lacks sufficient information to form a belief as to the truth of the allegations
9 contained therein.

10 27. In answering Paragraph 27 of Plaintiff's First Amended Complaint,
11 Defendant lacks sufficient information to form a belief as to the truth of the allegations
12 contained therein.

13 28. In answering Paragraph 28 of Plaintiff's First Amended Complaint,
14 Defendant lacks sufficient information to form a belief as to the truth of the allegations
15 contained therein.

16 29. In answering Paragraph 29 of Plaintiff's First Amended Complaint,
17 Defendant admits the allegations contained therein.

18 30. In answering Paragraph 30 of Plaintiff's First Amended Complaint,
19 Defendant admits only that at all times relevant it was a for-profit corporation providing
20 medical staffing for the ICE detention center in the District of Arizona.

21 31. In answering Paragraph 31 of Plaintiff's First Amended Complaint,
22 Defendant admits the allegations contained therein to the extent consistent with the
23 referenced contract, which speaks for itself.

24 32. In answering Paragraph 32 of Plaintiff's First Amended Complaint,
25 Defendant admits only that it had contractual obligations consistent with its contract with
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1 IHSC, said contract speaking for itself, but denies Plaintiff's summary of the relevant
2 contract is complete.

3 33. In answering Paragraph 33 of Plaintiff's First Amended Complaint,
4 Defendant admits only that it had contractual obligations consistent with its contract with
5 IHSC, said contract speaking for itself, but denies Plaintiff's summary of the relevant
6 contract is complete. Defendant further admits that it owes duties consistent with said
7 contract, state, and federal laws and that it is responsible for the actions, omissions,
8 policies, procedures, practices, and customs of its various employees, agents, contractors,
9 and agencies only to the extent consistent with state and federal law. Defendant denies that
10 it breached any contractual or legal duty relevant to Plaintiff's First Amended Complaint.
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12 34. In answering Paragraph 34 of Plaintiff's First Amended Complaint,
13 Defendant denies the allegations contained therein and affirmatively states that the
14 decedent was transferred out of the ICE facility to Phoenix District Office on multiple
15 occasions between July 1, 2022 and July 7, 2022. Defendant denies that it is contracted to
16 provide care at the Phoenix District Office. Defendant further denies that it had any control
17 over inmate movements.

18 35. In answering Paragraph 35 of Plaintiff's First Amended Complaint,
19 Defendant admits only that it had contractual obligations consistent with its contract with
20 IHSC, said contract speaking for itself, but denies Plaintiff's summary of the relevant
21 contract is complete. Defendant further admits that it owes duties consistent with said
22 contract, state, and federal laws and that it is responsible for the actions, omissions,
23 policies, procedures, practices, and customs of its various employees, agents, contractors,
24 and agencies only to the extent consistent with state and federal law. Defendant denies that
25 it breached any contractual or legal duty relevant to Plaintiff's First Amended Complaint.
26 Defendant lacks sufficient information to form a belief as to the truth of the allegations
27 remaining in Paragraph 35 of Plaintiff's First Amended Complaint.
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1 36. In answering Paragraph 36 of Plaintiff's First Amended Complaint,
2 the allegations contained therein are not directed at this answering Defendant. To the extent
3 a response is required, Defendant denies the allegations contained therein to the extent they
4 are directed at this answering Defendant.

5 37. In answering Paragraph 37 of Plaintiff's First Amended Complaint,
6 the allegations contained therein are not directed at this answering Defendant. To the extent
7 a response is required, Defendant denies the allegations contained therein to the extent they
8 are directed at this answering Defendant.

9 38. In answering Paragraph 38 of Plaintiff's First Amended Complaint,
10 the allegations contained therein are not directed at this answering Defendant. To the extent
11 a response is required, Defendant denies the allegations contained therein to the extent they
12 are directed at this answering Defendant.

13 39. In answering Paragraph 39 of Plaintiff's First Amended Complaint,
14 the allegations contained therein are not directed at this answering Defendant. To the extent
15 a response is required, Defendant denies the allegations contained therein to the extent they
16 are directed at this answering Defendant.

17 40. In answering Paragraph 40 of Plaintiff's First Amended Complaint,
18 Defendant denies the allegations contained therein to the extent they are directed at this
19 answering Defendant.
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22 **GENERAL ALLEGATIONS**

23 41. In answering Paragraph 41 of Plaintiff's First Amended Complaint,
24 Defendant admits only that the decedent was at FSPC at times between July 1, 2022 and
25 July 7, 2022. Defendant admits further that it provided care to the decedent during this
26 period. Defendant affirmatively states that decedent was transferred out of FSPC multiple
27 times during this period and, further, that upon information and belief, the decedent was
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1 seen by two provider level medical personnel during the relevant period (Physician's
2 Assistant and Doctor of Osteopathy) neither of whom was employed by Defendant.

3 42. In answering Paragraph 42 of Plaintiff's First Amended Complaint,
4 the allegations contained therein are not directed at this answering Defendant. To the extent
5 a response is required, Defendant denies the allegations contained therein to the extent they
6 are directed at this answering Defendant.

7 43. In answering Paragraph 43 of Plaintiff's First Amended Complaint
8 and to the extent the allegations contained therein are directed at this answering Defendant,
9 Defendant denies that any acts or omissions made by or on its behalf and/or by or on behalf
10 of its agents and/or employees in providing medical care to the decedent fell below the
11 applicable standard of care or constituted deliberate indifference to decedent's serious
12 medical needs. Defendant further denies that Plaintiff's alleged damages were caused by
13 any act or omission made by Defendant and/or its employees and/or agents. Defendant
14 affirmatively states that the causation allegations contained in Paragraph 43 require expert
15 testimony. Finally, Defendant states that the decedent's medical record speaks for itself.

16 44. In answering Paragraph 44 of Plaintiff's First Amended Complaint
17 and to the extent the allegations contained therein are directed at this answering Defendant,
18 Defendant denies that any acts or omissions made by or on its behalf and/or by or on behalf
19 of its agents and/or employees in providing medical care to the decedent fell below the
20 applicable standard of care or constituted deliberate indifference to decedent's serious
21 medical needs. Defendant further denies that Plaintiff's alleged damages were caused by
22 any act or omission made by Defendant and/or its employees and/or agents. Defendant
23 affirmatively states that the causation allegations contained in Paragraph 44 require expert
24 testimony. Finally, Defendant states that the decedent's medical record speaks for itself.

25 45. In answering Paragraph 45 of Plaintiff's First Amended Complaint
26 and to the extent the allegations contained therein are directed at this answering Defendant,
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1 Defendant denies that any acts or omissions made by or on its behalf and/or by or on behalf
2 of its agents and/or employees in providing medical care to the decedent fell below the
3 applicable standard of care or constituted deliberate indifference to decedent's serious
4 medical needs. Defendant further denies that Plaintiff's alleged damages were caused by
5 any act or omission made by Defendant and/or its employees and/or agents. Defendant
6 affirmatively states that the causation allegations contained in Paragraph 45 require expert
7 testimony. Finally, Defendant states that the decedent's medical record speaks for itself.
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9 **A. FSF and FSPC.**

10 46. In answering Paragraph 46 of Plaintiff's First Amended Complaint,
11 Defendant affirmatively states the decedent's medical record speaks for itself.

12 47. In answering Paragraph 47 of Plaintiff's First Amended Complaint,
13 Defendant affirmatively states the decedent's medical record speaks for itself.

14 48. In answering Paragraph 48 of Plaintiff's First Amended Complaint,
15 Defendant affirmatively states the decedent's medical record speaks for itself.

16 49. In answering Paragraph 49 of Plaintiff's First Amended Complaint,
17 Defendant affirmatively states the decedent's medical record speaks for itself.

18 50. In answering Paragraph 50 of Plaintiff's First Amended Complaint,
19 Defendant affirmatively states the decedent's medical record speaks for itself.

20 51. In answering Paragraph 51 of Plaintiff's First Amended Complaint,
21 Defendant affirmatively states the decedent's medical record speaks for itself.

22 52. In answering Paragraph 52 of Plaintiff's First Amended Complaint,
23 Defendant affirmatively states the decedent's medical record speaks for itself.

24 53. In answering Paragraph 53 of Plaintiff's First Amended Complaint,
25 Defendant affirmatively states the decedent's medical record speaks for itself.

26 54. In answering Paragraph 54 of Plaintiff's First Amended Complaint,
27 Defendant affirmatively states the decedent's medical record speaks for itself.
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1 55. In answering Paragraph 55 of Plaintiff's First Amended Complaint,
2 Defendant affirmatively states the decedent's medical record speaks for itself.

3 56. In answering Paragraph 56 of Plaintiff's First Amended Complaint,
4 Defendant affirmatively states the decedent's medical record speaks for itself.

5 57. In answering Paragraph 57 of Plaintiff's First Amended Complaint,
6 Defendant affirmatively states the decedent's medical record speaks for itself.

7 58. In answering Paragraph 58 of Plaintiff's First Amended Complaint,
8 Defendant affirmatively states the decedent's medical record speaks for itself.

9 59. In answering Paragraph 59 of Plaintiff's First Amended Complaint,
10 Defendant affirmatively states the decedent's medical record speaks for itself.

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12 **B. CAFCC.**

13 60. In answering Paragraph 60 of Plaintiff's First Amended Complaint,
14 Defendant denies that any of its agents and/or employees provide care at CAFCC.
15 Defendant affirmatively states that, upon information and belief, the decedent's medical
16 record speaks for itself.

17 61. In answering Paragraph 61 of Plaintiff's First Amended Complaint,
18 Defendant denies that any of its agents and/or employees provide care at CAFCC.
19 Defendant affirmatively states that, upon information and belief, the decedent's medical
20 record speaks for itself.

21 62. In answering Paragraph 62 of Plaintiff's First Amended Complaint,
22 Defendant denies that any of its agents and/or employees provide care at CAFCC.
23 Defendant affirmatively states that, upon information and belief, the decedent's medical
24 record speaks for itself.

25 63. In answering Paragraph 63 of Plaintiff's First Amended Complaint,
26 Defendant denies that any of its agents and/or employees provide care at CAFCC.
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1 Defendant affirmatively states that, upon information and belief, the decedent's medical
2 record speaks for itself.

3 64. In answering Paragraph 64 of Plaintiff's First Amended Complaint,
4 Defendant denies that any of its agents and/or employees provide care at CAFCC.
5 Defendant affirmatively states that, upon information and belief, the decedent's medical
6 record speaks for itself.

7 65. In answering Paragraph 65 of Plaintiff's First Amended Complaint,
8 Defendant denies that any of its agents and/or employees provide care at CAFCC.
9 Defendant affirmatively states that, upon information and belief, the decedent's medical
10 record speaks for itself.

11 66. In answering Paragraph 66 of Plaintiff's First Amended Complaint,
12 Defendant denies that any of its agents and/or employees provide care at CAFCC.
13 Defendant affirmatively states that, upon information and belief, the decedent's medical
14 record speaks for itself.

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16 **C. Benjamin's Autopsy.**

17 67. In answering Paragraph 67 of Plaintiff's First Amended Complaint,
18 Defendant lacks sufficient information to form a belief as to the truth of the allegations
19 contained therein.

20 68. In answering Paragraph 68 of Plaintiff's First Amended Complaint,
21 Defendant lacks sufficient information ot form a belief as to the truth of the allegations
22 contained therein.

23 69. In answering Paragraph 69 of Plaintiff's First Amended Complaint
24 and upon information and belief, Defendant admits the allegations contained therein.

25 70. In answering Paragraph 70 of Plaintiff's First Amended Complaint,
26 Defendant affirmatively states that the referenced report speaks for itself but denies that
27 Plaintiff's allegations are a complete recitation of the referenced autopsy report.
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1 71. In answering Paragraph 71 of Plaintiff's First Amended Complaint,
2 Defendant affirmatively state that the decedent's medical record speaks for itself and
3 further state that the decedent was not in the care of agents and/or employees of Defendant
4 at the time of his death.

5 **D. ICE's Detainee Death Report**

6 72. In answering Paragraph 72 of Plaintiff's First Amended Complaint
7 and upon information and belief, Defendant admits the allegations contained therein. In so
8 doing, Defendant does not admit or deny the content and/or conclusions of said report,
9 which was not authored by Defendant and includes information not available to Defendant
10 and/or pertains to actions and/or omissions of individuals and entities other than Defendant
11 and/or information that requires expert opinion and testimony. Defendant denies that any
12 acts or omissions made by or on its behalf and/or by or on behalf of its agents and/or
13 employees in providing medical care to the decedent fell below the applicable standard of
14 care or constituted deliberate indifference to decedent's serious medical needs.

15 73. In answering Paragraph 73 of Plaintiff's First Amended Complaint,
16 Defendant lacks sufficient information to form a belief as to the truth of the allegations
17 contained therein.

18 74. In answering Paragraph 74 of Plaintiff's First Amended Complaint
19 and upon information and belief, Defendant admits the allegations contained therein.

20 75. In answering Paragraph 75 of Plaintiff's First Amended Complaint,
21 including all subparts, Defendant affirmatively states that the reference report speaks for
22 itself. Further, Defendant lacks knowledge and/or information which would allow it to
23 admit or deny the allegations in this paragraph and does not admit or deny the content
24 and/or conclusions of said report, which was not authored by Defendant and includes
25 information not available to Defendant and/or pertains to actions and/or omissions of
26 individuals and entities other than Defendant and/or information that requires expert
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1 opinion and testimony. Defendant denies that that any acts or omissions made by or on its
2 behalf and/or by or on behalf of its agents and/or employees in providing medical care to
3 the decedent fell below the applicable standard of care or constituted deliberate
4 indifference to decedent's serious medical needs. Defendant further denies that the
5 allegations contained in Paragraph 75 of Plaintiff's First Amended Complaint constitute a
6 complete recitation of the referenced report.

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8 76. In answering Paragraph 76 of Plaintiff's First Amended Complaint,
9 the allegations contained therein do not pertain to this answering Defendant. To the extent
10 an answer is necessary, Defendant affirmatively states that the referenced report speaks for
11 itself and denies that any of its employees and/or agents administered Narcan to the
12 decedent.

13 **E. IHSC's Mortality Review**

14 77. In answering Paragraph 77 of Plaintiff's First Amended Complaint
15 and upon information and belief, Defendant admits the allegations contained therein. In so
16 doing, Defendant does not admit or deny the content and/or conclusions of said review,
17 which was not authored by Defendant and includes information not available to Defendant
18 and/or pertains to actions and/or omissions of individuals and entities other than Defendant
19 and/or information that requires expert opinion and testimony. Thus, Defendant lacks
20 knowledge and/or information which would allow it to admit or deny the allegations in this
21 paragraph. Defendant denies that that any acts or omissions made by or on its behalf and/or
22 by or on behalf of its agents and/or employees in providing medical care to the decedent
23 fell below the applicable standard of care or constituted deliberate indifference to
24 decedent's serious medical needs.

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26 78. In answering Paragraph 78 of Plaintiff's First Amended Complaint,
27 Defendant lacks sufficient information to form a belief as to the truth of the allegations
28 therein.

1 79. In answering Paragraph 79 of Plaintiff's First Amended Complaint
2 and upon information and belief, Defendant admits the allegations contained therein.

3 80. In answering Paragraph 80 of Plaintiff's First Amended Complaint,
4 including all subparts, Defendant affirmatively states that the reference review speaks for
5 itself. In so doing, Defendant does not admit or deny the content and/or conclusions of said
6 report, which was not authored by Defendant and includes information not available to
7 Defendant and/or pertains to actions and/or omissions of individuals and entities other than
8 Defendant and/or information that requires expert opinion and testimony. Thus, Defendant
9 lacks knowledge and/or information which would allow it to admit or deny the allegations
10 in this paragraph. Defendant denies that that any acts or omissions made by or on its behalf
11 and/or by or on behalf of its agents and/or employees in providing medical care to the
12 decedent fell below the applicable standard of care or constituted deliberate indifference to
13 decedent's serious medical needs. Defendant further denies that the allegations contained
14 in Paragraph 80 of Plaintiff's First Amended Complaint constitute a complete recitation of
15 the referenced review.
16

17 81. In answering Paragraph 81 of Plaintiff's First Amended Complaint,
18 Defendant denies that any act or omissions made by or on its behalf and/or by or on behalf
19 of its agents and/or employees in providing medical care to the decedent fell below the
20 applicable standard of care or constituted deliberate indifference to decedent's serious
21 medical needs. Defendant denies that Plaintiff's alleged damages were caused by any act
22 or omission made by Defendant and/or its employees and/or agents. Defendant further
23 denies that policies set the applicable standard of care as it applies to medical negligence
24 and further denies that policy violations meet the legal standards for deliberate indifference.
25 Defendant affirmatively states that the decedent's medical record and the referenced
26 documents speak for themselves.
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1 82. In answering Paragraph 82 of Plaintiff's First Amended Complaint,
2 including all subparts, Defendant affirmatively states that the reference review speaks for
3 itself. In so doing, Defendant does not admit or deny the content and/or conclusions of said
4 report, which was not authored by Defendant and includes information not available to
5 Defendant and/or pertains to actions and/or omissions of individuals and entities other than
6 Defendant and/or information that requires expert opinion and testimony. Thus, Defendant
7 lacks knowledge and/or information which would allow it to admit or deny the allegations
8 in this paragraph. Defendant denies that that any acts or omissions made by or on its behalf
9 and/or by or on behalf of its agents and/or employees in providing medical care to the
10 decedent fell below the applicable standard of care or constituted deliberate indifference to
11 decedent's serious medical needs. Defendant further denies that the allegations contained
12 in Paragraph 82 of Plaintiff's First Amended Complaint constitute a complete recitation of
13 the referenced review.
14

15 83. In answering Paragraph 83 of Plaintiff's First Amended Complaint,
16 including all subparts, Defendant affirmatively states that the reference review speaks for
17 itself. In so doing, Defendant does not admit or deny the content and/or conclusions of said
18 report, which was not authored by Defendant and includes information not available to
19 Defendant and/or pertains to actions and/or omissions of individuals and entities other than
20 Defendant and/or information that requires expert opinion and testimony. Thus, Defendant
21 lacks knowledge and/or information which would allow it to admit or deny the allegations
22 in this paragraph. Defendant denies that that any acts or omissions made by or on its behalf
23 and/or by or on behalf of its agents and/or employees in providing medical care to the
24 decedent fell below the applicable standard of care or constituted deliberate indifference to
25 decedent's serious medical needs. Defendant further denies that the allegations contained
26 in Paragraph 83 of Plaintiff's First Amended Complaint constitute a complete recitation of
27 the referenced review.
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1 84. In answering Paragraph 84 of Plaintiff's First Amended Complaint
2 and to the extent the allegations contained therein are directed at this answering Defendant,
3 Defendant denies that any acts or omissions made by or on its behalf and/or by or on behalf
4 of its agents and/or employees in providing medical care to the decedent fell below the
5 applicable standard of care or constituted deliberate indifference to decedent's serious
6 medical needs. Defendant further denies that Plaintiff's alleged damages were caused by
7 any act or omission made by Defendant and/or its employees and/or agents. Defendant
8 affirmatively states that the causation allegations contained in Paragraph 84 require expert
9 testimony. Finally, Defendant states that the decedent's medical record speaks for itself.
10

11 85. In answering Paragraph 85 of Plaintiff's First Amended Complaint
12 and to the extent the allegations contained therein are directed at this answering Defendant,
13 Defendant denies that any acts or omissions made by or on its behalf and/or by or on behalf
14 of its agents and/or employees in providing medical care to the decedent fell below the
15 applicable standard of care or constituted deliberate indifference to decedent's serious
16 medical needs. Defendant further denies that Plaintiff's alleged damages were caused by
17 any act or omission made by Defendant and/or its employees and/or agents. Defendant
18 affirmatively states that the causation allegations contained in Paragraph 85 require expert
19 testimony. Finally, Defendant states that the decedent's medical record speaks for itself.
20

21 86. In answering Paragraph 86 of Plaintiff's First Amended Complaint
22 and to the extent the allegations contained therein are directed at this answering Defendant,
23 Defendant denies that any acts or omissions made by or on its behalf and/or by or on behalf
24 of its agents and/or employees in providing medical care to the decedent fell below the
25 applicable standard of care or constituted deliberate indifference to decedent's serious
26 medical needs. Defendant further denies that Plaintiff's alleged damages were caused by
27 any act or omission made by Defendant and/or its employees and/or agents. Defendant
28 further denies the referenced PA was an employee and/or agent of Defendant and

1 affirmatively states the RN appropriately followed the instructions of the supervising PA.
2 Defendant affirmatively states that the causation allegations contained in Paragraph 86
3 require expert testimony. Finally, Defendant states that the decedent's medical record
4 speaks for itself.

5 87. In answering Paragraph 87 of Plaintiff's First Amended Complaint
6 and to the extent the allegations contained therein are directed at this answering Defendant,
7 Defendant denies that any acts or omissions made by or on its behalf and/or by or on behalf
8 of its agents and/or employees in providing medical care to the decedent fell below the
9 applicable standard of care or constituted deliberate indifference to decedent's serious
10 medical needs. Defendant further denies that Plaintiff's alleged damages were caused by
11 any act or omission made by Defendant and/or its employees and/or agents. Defendant
12 further denies the referenced PA and Clinical Director were employees and/or agents of
13 Defendant and affirmatively states the RN appropriately followed the instructions of the
14 supervising PA and Clinical Director. Defendant affirmatively states that the causation
15 allegations contained in Paragraph 86 require expert testimony. Finally, Defendant states
16 that the decedent's medical record speaks for itself.

18 88. In answering Paragraph 88 of Plaintiff's First Amended Complaint
19 and to the extent the allegations contained therein are directed at this answering Defendant,
20 Defendant denies that any acts or omissions made by or on its behalf and/or by or on behalf
21 of its agents and/or employees in providing medical care to the decedent fell below the
22 applicable standard of care or constituted deliberate indifference to decedent's serious
23 medical needs. Defendant further denies that Plaintiff's alleged damages were caused by
24 any act or omission made by Defendant and/or its employees and/or agents. Defendant
25 further denies the referenced PA was an employee and/or agent of Defendant and
26 affirmatively states the RN appropriately followed the instructions of the supervising PA.
27 Defendant affirmatively states that the causation allegations contained in Paragraph 86
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1 require expert testimony. Finally, Defendant states that the decedent's medical record
2 speaks for itself.

3 89. In answering Paragraph 89 of Plaintiff's First Amended Complaint,
4 Defendant denies that it or its employees and/or agents provided care at CAFCC.
5 Defendant affirmatively states that referenced report and medical records speak for
6 themselves but denies that the allegations contained therein constitute a complete recitation
7 of the referenced documents.

8 90. In answering Paragraph 90 of Plaintiff's First Amended Complaint,
9 Defendant denies that it has any authority over inmate transfers.

10 91. In answering Paragraph 91 of Plaintiff's First Amended Complaint,
11 Defendant denies that it has any authority over inmate transfers. Further, Defendant denies
12 that the medical director and PA referenced in Plaintiff's First Amended Complaint and
13 supervising care during the relevant period were employees and/or agents of Defendant.

14 92. In answering Paragraph 92 of Plaintiff's First Amended Complaint,
15 Defendant denies that it has any authority over inmate transfers.

16 93. In answering Paragraph 93 of Plaintiff's First Amended Complaint,
17 Defendant denies that it has any authority over inmate transfers.

18 94. In answering paragraph 94 of Plaintiff's First Amended Complaint,
19 Defendant lacks sufficient information to form a belief as to the truth of the allegations
20 contained therein.

21 95. In answering Paragraph 95 of Plaintiff's First Amended Complaint,
22 Defendant lacks sufficient information to form a belief as to the truth of the allegations
23 contained therein. Defendant affirmatively states that it did not have any authority over
24 inmate transfers.
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F. The United States' Duty of Care

96. In answering Paragraph 96 of Plaintiff's First Amended Complaint, no affirmative response is required from this answering Defendant.

97. In answering Paragraph 97 of Plaintiff's First Amended Complaint, no affirmative response is required from this answering Defendant.

98. In answering Paragraph 98 of Plaintiff's First Amended Complaint, no affirmative response is required from this answering Defendant.

99. In answering Paragraph 99 of Plaintiff's First Amended Complaint, no affirmative response is required from this answering Defendant.

100. In answering Paragraph 100 of Plaintiff's First Amended Complaint, no affirmative response is required from this answering Defendant.

101. In answering Paragraph 101 of Plaintiff's First Amended Complaint, no affirmative response is required from this answering Defendant.

102. In answering Paragraph 102 of Plaintiff's First Amended Complaint, no affirmative response is required from this answering Defendant.

103. In answering Paragraph 103 of Plaintiff's First Amended Complaint, no affirmative response is required from this answering Defendant.

104. In answering Paragraph 104 of Plaintiff's First Amended Complaint, no affirmative response is required from this answering Defendant.

105. In answering Paragraph 105 of Plaintiff's First Amended Complaint, no affirmative response is required from this answering Defendant.

106. In answering Paragraph 106 of Plaintiff's First Amended Complaint, no affirmative response is required from this answering Defendant.

107. In answering Paragraph 107 of Plaintiff's First Amended Complaint, no affirmative response is required from this answering Defendant.

1 108. In answering Paragraph 108 of Plaintiff's First Amended Complaint,
2 no affirmative response is required from this answering Defendant.

3 109. In answering Paragraph 109, including subparts, of Plaintiff's First
4 Amended Complaint, no affirmative response is required from this answering Defendant.

5 110. In answering Paragraph 110 of Plaintiff's First Amended Complaint,
6 and although Paragraphs 96-116 are not directed at Defendant, Defendant denies that any
7 act or omissions made by or on its behalf and/or by or on behalf of its agents and/or
8 employees in providing medical care to the decedent fell below the applicable standard of
9 care or constituted deliberate indifference to decedent's serious medical needs. Defendant
10 denies that Plaintiff's alleged damages were caused by any act or omission made by
11 Defendant and/or its employees and/or agents. Defendant further denies that the referenced
12 policies and/or standards set the applicable standard of care as it applies to medical
13 negligence and further denies that policy and or standard violations meet the legal standards
14 for deliberate indifference. Defendant affirmatively states that the causation allegations
15 contained in Paragraph 110 require expert testimony.

16
17 111. In answering Paragraph 111 of Plaintiff's First Amended Complaint,
18 and although Paragraphs 96-116 are not directed at Defendant, Defendant denies that any
19 act or omissions made by or on its behalf and/or by or on behalf of its agents and/or
20 employees in providing medical care to the decedent fell below the applicable standard of
21 care or constituted deliberate indifference to decedent's serious medical needs. Defendant
22 denies that Plaintiff's alleged damages were caused by any act or omission made by
23 Defendant and/or its employees and/or agents. Defendant further denies that the referenced
24 policies and/or standards set the applicable standard of care as it applies to medical
25 negligence and further denies that policy and or standard violations meet the legal standards
26 for deliberate indifference. Defendant affirmatively states that the causation allegations
27 contained in Paragraph 111 require expert testimony.
28

1 112. In answering Paragraph 112 of Plaintiff's First Amended Complaint
2 and although Paragraphs 96-116 are not directed at Defendant, Defendant denies that any
3 act or omissions made by or on its behalf and/or by or on behalf of its agents and/or
4 employees in providing medical care to the decedent fell below the applicable standard of
5 care or constituted deliberate indifference to decedent's serious medical needs. Defendant
6 denies that Plaintiff's alleged damages were caused by any act or omission made by
7 Defendant and/or its employees and/or agents. Defendant further denies that the referenced
8 policies and/or standards set the applicable standard of care as it applies to medical
9 negligence and further denies that policy and or standard violations meet the legal standards
10 for deliberate indifference. Defendant affirmatively states that the causation allegations
11 contained in Paragraph 112 require expert testimony.
12

13 113. In answering Paragraph 113 of Plaintiff's First Amended Complaint,
14 and although Paragraphs 96-116 are not directed at Defendant, Defendant denies that any
15 act or omissions made by or on its behalf and/or by or on behalf of its agents and/or
16 employees in providing medical care to the decedent fell below the applicable standard of
17 care or constituted deliberate indifference to decedent's serious medical needs. Defendant
18 denies that Plaintiff's alleged damages were caused by any act or omission made by
19 Defendant and/or its employees and/or agents. Defendant further denies that the referenced
20 policies and/or standards set the applicable standard of care as it applies to medical
21 negligence and further denies that policy and or standard violations meet the legal standards
22 for deliberate indifference. Defendant affirmatively states that the causation allegations
23 contained in Paragraph 113 require expert testimony.
24

25 114. In answering Paragraph 114 of Plaintiff's First Amended Complaint,
26 and although Paragraphs 96-116 are not directed at Defendant, Defendant denies that any
27 act or omissions made by or on its behalf and/or by or on behalf of its agents and/or
28 employees in providing medical care to the decedent fell below the applicable standard of

1 care or constituted deliberate indifference to decedent's serious medical needs. Defendant
2 denies that Plaintiff's alleged damages were caused by any act or omission made by
3 Defendant and/or its employees and/or agents. Defendant further denies that the referenced
4 policies and/or standards set the applicable standard of care as it applies to medical
5 negligence and further denies that policy and or standard violations meet the legal standards
6 for deliberate indifference. Defendant affirmatively states that the causation allegations
7 contained in Paragraph 114 require expert testimony.

8
9 115. In answering Paragraph 115 of Plaintiff's First Amended Complaint,
10 and although Paragraphs 96-116 are not directed at Defendant, Defendant denies that any
11 act or omissions made by or on its behalf and/or by or on behalf of its agents and/or
12 employees in providing medical care to the decedent fell below the applicable standard of
13 care or constituted deliberate indifference to decedent's serious medical needs. Defendant
14 denies that Plaintiff's alleged damages were caused by any act or omission made by
15 Defendant and/or its employees and/or agents. Defendant further denies that the referenced
16 policies and/or standards set the applicable standard of care as it applies to medical
17 negligence and further denies that policy and or standard violations meet the legal standards
18 for deliberate indifference. Defendant affirmatively states that the causation allegations
19 contained in Paragraph 115 require expert testimony.

20
21 116. In answering Paragraph 116 of Plaintiff's First Amended Complaint,
22 and although Paragraphs 96-116 are not directed at Defendant, Defendant denies that any
23 act or omissions made by or on its behalf and/or by or on behalf of its agents and/or
24 employees in providing medical care to the decedent fell below the applicable standard of
25 care or constituted deliberate indifference to decedent's serious medical needs. Defendant
26 denies that Plaintiff's alleged damages were caused by any act or omission made by
27 Defendant and/or its employees and/or agents. Defendant further denies that the referenced
28 policies and/or standards set the applicable standard of care as it applies to medical

1 negligence and further denies that policy and or standard violations meet the legal standards
2 for deliberate indifference. Defendant affirmatively states that the causation allegations
3 contained in Paragraph 116 require expert testimony.

4 **G. STG, CoreCivic, and Does 1-10**

5 117. In answering Paragraph 117 of Plaintiff's First Amended Complaint,
6 and to the extent the allegations contained therein are directed at this answering Defendant,
7 Defendant admits it owes duties consistent with state and federal law, but denies that
8 Plaintiff has fully and accurately articulated the scope of its duties and, further, denies that
9 the actions or omissions of it and/or its employees and/or agents breached any applicable
10 duty.

11 118. In answering Paragraph 118 of Plaintiff's First Amended Complaint,
12 and to the extent the allegations contained therein are directed at this answering Defendant,
13 Defendant admits it owes duties consistent with state and federal law, but denies that
14 Plaintiff has fully and accurately articulated the scope of its duties and, further, denies that
15 the actions or omissions of it and/or its employees and/or agents breached any applicable
16 duty.

17 119. In answering Paragraph 119 of Plaintiff's First Amended Complaint,
18 and to the extent the allegations contained therein are directed at this answering Defendant,
19 Defendant admits it owes duties consistent with state and federal law but denies that
20 Plaintiff has fully and accurately articulated the scope of its duties and, further, denies that
21 the actions or omissions of it and/or its employees and/or agents breached any applicable
22 duty.

23 120. In answering Paragraph 120 of Plaintiff's First Amended Complaint,
24 no affirmative response is required from this answering Defendant.

25 121. In answering Paragraph 121 of Plaintiff's First Amended Complaint,
26 Defendant admits only that it had contractual obligations consistent with its contract with
27
28

1 IHSC, said contract speaking for itself, but denies that Plaintiff's summary of the relevant
2 contract is complete. Defendant further admits that it owes duties consistent with said
3 contract, state, and federal laws and that it is responsible for the actions, omissions,
4 policies, procedures, practices, and customs of its various employees, agents, contractors,
5 and agencies only to the extent consistent with state and federal law. Defendant denies that
6 it breached any contractual or legal duty relevant to Plaintiff's First Amended Complaint.

7
8 122. In answering Paragraph 122 of Plaintiff's First Amended Complaint,
9 Defendant admits only that it had contractual obligations consistent with its contract with
10 IHSC, said contract speaking for itself, but denies that Plaintiff's summary of the relevant
11 contract is complete. Defendant further admits that it owes duties consistent with said
12 contract, state, and federal laws and that it is responsible for the actions, omissions,
13 policies, procedures, practices, and customs of its various employees, agents, contractors,
14 and agencies only to the extent consistent with state and federal law. Defendant denies that
15 it breached any contractual or legal duty relevant to Plaintiff's First Amended Complaint

16 123. In answering Paragraph 123 of Plaintiff's First Amended Complaint,
17 Defendant admits it owes duties consistent with state and federal law but denies that
18 Plaintiff has fully and accurately articulated the scope of its duties and, further, denies that
19 the actions or omissions of it and/or its employees and/or agents breached any applicable
20 duty. Further, Defendant denies that the medical director and PA referenced in Plaintiff's
21 First Amended Complaint and supervising care during the relevant period were employees
22 and/or agents of Defendant.

23
24 124. In answering Paragraph 124 of Plaintiff's First Amended Complaint,
25 no affirmative response is required from this answering Defendant.

26 125. In answering Paragraph 125 of Plaintiff's First Amended Complaint,
27 no affirmative response is required from this answering Defendant.

1 126. In answering Paragraph 126 of Plaintiff's First Amended Complaint,
2 no affirmative response is required from this answering Defendant.

3 127. In answering Paragraph 127 of Plaintiff's First Amended Complaint,
4 including subparts, no affirmative response is required from this answering Defendant.

5 128. In answering Paragraph 128 of Plaintiff's First Amended Complaint,
6 including subparts, Defendant denies the allegations contained therein.

7 129. In answering Paragraph 129 of Plaintiff's First Amended Complaint,
8 Defendant denies the allegations contained therein to the extent directed at Defendant.

9 130. In answering Paragraph 130 of Plaintiff's First Amended Complaint,
10 Defendant denies the allegations contained therein to the extent directed at Defendant.

11 131. In answering Paragraph 131 of Plaintiff's First Amended Complaint,
12 Defendant denies the allegations contained therein to the extent directed at Defendant.

13 132. In answering Paragraph 132 of Plaintiff's First Amended Complaint,
14 Defendant denies the allegations contained therein to the extent directed at Defendant.

15 133. In answering Paragraph 133 of Plaintiff's First Amended Complaint,
16 Defendant denies the allegations contained therein to the extent directed at Defendant.

17 134. In answering Paragraph 134 of Plaintiff's First Amended Complaint,
18 Defendant denies the allegations contained therein to the extent directed at Defendant.

19 135. In answering Paragraph 135 of Plaintiff's First Amended Complaint,
20 Defendant denies the allegations contained therein to the extent directed at Defendant.

21
22 **COUNT I – NEGLIGENCE/WRONGFUL DEATH**

23
24 **(Against the United States pursuant to 28 U.S.C. § 2674, and against CoreCivic,
25 STG and Does 1-10 Pursuant to A.R.S. § 12-611)**

26 136. In answering Paragraph 136 of Plaintiff's First Amended Complaint,
27 Defendant incorporates by references its responses to preceding paragraphs.

28 137. In answering Paragraph 137 of Plaintiff's First Amended Complaint,
no affirmative response is required from this answering Defendant.

1 138. In answering Paragraph 138 of Plaintiff's First Amended Complaint,
2 no affirmative response is required from this answering Defendant.

3 139. In answering Paragraph 139 of Plaintiff's First Amended Complaint,
4 no affirmative response is required from this answering Defendant.

5 140. In answering Paragraph 140 of Plaintiff's First Amended Complaint,
6 including subparts, no affirmative response is required from this answering Defendant.

7 141. In answering Paragraph 141 of Plaintiff's First Amended Complaint,
8 Defendant admits it owes duties consistent with state and federal law but denies that
9 Plaintiff has fully and accurately articulated the scope of its duties and, further, denies that
10 the actions or omissions of it and/or its employees and/or agents breached any applicable
11 duty. Further, Defendant denies that the medical director and PA referenced in Plaintiff's
12 First Amended Complaint and supervising care during the relevant period were employees
13 and/or agents of Defendant.

14 142. In answering Paragraph 142 of Plaintiff's First Amended Complaint,
15 Defendant admits it owes duties consistent with state and federal law, but denies that
16 Plaintiff has fully and accurately articulated the scope of its duties and, further, denies that
17 the actions or omissions of it and/or its employees and/or agents breached any applicable
18 duty. Further, Defendant denies that the medical director and PA referenced in Plaintiff's
19 First Amended Complaint and supervising care during the relevant period were employees
20 and/or agents of Defendant.

21 143. In answering Paragraph 143 of Plaintiff's First Amended Complaint,
22 including subparts, Defendant denies the allegations contained therein.

23 144. In answering Paragraph 144 of Plaintiff's First Amended Complaint,
24 no affirmative response is required from this answering Defendant.

25 145. In answering Paragraph 145 of Plaintiff's First Amended Complaint,
26 no affirmative response is required from this answering Defendant.

1 146. In answering Paragraph 146 of Plaintiff's First Amended Complaint,
2 including subparts, no affirmative response is required from this answering Defendant.

3 147. In answering Paragraph 147 of Plaintiff's First Amended Complaint,
4 Defendant denies the allegations contained therein to the extent they are directed at this
5 answering Defendant.

6 148. In answering Paragraph 148 of Plaintiff's First Amended Complaint,
7 Defendant denies the allegations contained therein to the extent they are directed at this
8 answering Defendant.

9 149. In answering Paragraph 149 of Plaintiff's First Amended Complaint,
10 Defendant denies the allegations contained therein to the extent they are directed at this
11 answering Defendant.

12 150. In answering Paragraph 150 of Plaintiff's First Amended Complaint,
13 Defendant denies the allegations contained therein to the extent they are directed at this
14 answering Defendant.

15 151. In answering Paragraph 151 of Plaintiff's First Amended Complaint,
16 Defendant denies the allegations contained therein to the extent they are directed at this
17 answering Defendant.

18 152. In answering Paragraph 152 of Plaintiff's First Amended Complaint,
19 Defendant denies the allegations contained therein to the extent they are directed at this
20 answering Defendant.

21 153. In answering Paragraph 153 of Plaintiff's First Amended Complaint,
22 Defendant denies the allegations contained therein to the extent they are directed at this
23 answering Defendant.

24 154. In answering Paragraph 154 of Plaintiff's First Amended Complaint,
25 Defendant denies the allegations contained therein to the extent they are directed at this
26 answering Defendant.

1 155. In answering Paragraph 155 of Plaintiff's First Amended Complaint,
2 Defendant admits that it is vicariously liable for the actions and/or omissions of its
3 employees and/or agents acting within the course and scope of employment and/or agency
4 only to the extent consistent with state and federal law.

5 **AFFIRMATIVE DEFENSES**

6 156. As a separate defense, or in the alternative, this answering Defendant
7 alleges that Plaintiff's First Amended Complaint fails to state a claim upon which relief
8 may be granted against this answering Defendant.

9 157. As a separate defense and in the alternative, this answering Defendant
10 alleges that the Plaintiff and/or decedent were contributorily negligent and/or any damages
11 incurred by the Plaintiff was the result of an intervening/superseding cause or occurred as
12 a result of the negligence of Plaintiff and/or decedent and/or someone other than this
13 answering Defendant, all of which bars recovery to the Plaintiff herein from this answering
14 Defendant.

15 158. As a separate defense and in the alternative, this answering Defendant
16 alleges that the Plaintiff and/or decedent were negligent, in whole or in part, thereby
17 reducing or eliminating any damages owed by this answering Defendant to the Plaintiff by
18 way of comparative negligence.

19 159. As a separate defense and in the alternative, this answering Defendant
20 alleges they did not violate the Plaintiff's rights under the Fourteenth Amendment of the
21 United States Constitution.

22 160. As a separate defense and in the alternative, punitive damages may
23 not be awarded against a governmental entity or governmental employees acting within the
24 course and scope of their employment on any State law claim pursuant to A.R.S. § 12-
25 820.04.

1 161. As a separate defense and in the alternative, punitive damages may
2 not be awarded against a governmental entity or against individually named Defendants in
3 their official capacity pursuant to *Smith v. Wade*, 461 U.S. 30 (1983).

4 162. As a separate defense and in the alternative, to the extent Plaintiff
5 seeks punitive damages; Plaintiff is barred from seeking punitive damages against persons
6 in their official capacity. *See City of Newport v. Fact Concerts, Inc.*, 453 U.S. 247 (1981);
7 *Lancaster Community Hospital v. Antelope Valley Hospital District*, 940 F.2d 397 (9th Cir.
8 1991).

9 163. As a separate defense and in the alternative, this answering Defendant
10 alleges that its actions were objectively reasonable under the totality of circumstances and
11 that its employees and/or agents were acting in good faith and without malice.

12 164. As a separate defense and in the alternative, this answering Defendant
13 alleges that based on the allegations in Plaintiff's First Amended Complaint, punitive
14 damages are not recoverable from this answering Defendant.

15 165. As a separate defense and in the alternative, this answering Defendant
16 alleges that there existed no conduct in this case motivated by an evil motive or intent, and
17 neither did any conduct involve reckless or callous indifference to the rights of the Plaintiff
18 and/or decedent, thereby precluding punitive damages.

19 166. As a separate defense and in the alternative, this answering Defendant
20 alleges that Plaintiff's First Amended Complaint fails to meet the requirements of Rule 8
21 of the Federal Rules of Civil Procedure and merely contains labels and conclusions and
22 threadbare recitals of the elements of causes of action. *Bell Atl. Corp. v. Twombly*, 550
23 U.S. 544, 555 (2007).

24 167. As a separate defense and in the alternative, this answering Defendant
25 alleges that the conduct of it, its employees, and/or its agents was at all times reasonable,
26 lawful, and within the appropriate standard of care.
27
28

1 168. As a separate defense and in the alternative, this answering Defendant
2 alleges that Plaintiff's alleged damages may be the result of actions or omissions made by,
3 or on behalf of, non-parties at fault pursuant to A.R.S. § 12-2501 et sec., which will be
4 timely disclosed after discovery.

5 169. As a separate defense and in the alternative, this answering Defendant
6 alleges that Plaintiff's damages, if any, were wholly or proximately caused by persons or
7 entities over which this answering Defendant had no control.

8 170. As a separate defense and in the alternative, this answering Defendant
9 alleges that they are entitled to all privileges and immunities, including qualified immunity,
10 extended to governmental entities and employees under federal law as set forth in *Hunter*
11 *v. Bryant*, 502 U.S. 224 (1991), *Saucier v. Katz*, 533 U.S. 194 (2001) and *Pearson v.*
12 *Callahan*, 555 U.S. 223 (2009).

13 171. As a separate defense and in the alternative, this answering Defendant
14 alleges that Plaintiff has failed to set forth the requisite showing of subjective intent
15 necessary to sustain a cause of action alleging a constitutional violation, thereby warranting
16 dismissal of her constitutional and federal statutory claims.

17 172. As a separate defense and in the alternative, this answering Defendant
18 alleges that Plaintiff has failed to set forth a grave deprivation in regard to their allegation
19 that a constitutional violation has occurred, thereby warranting dismissal of the
20 constitutional and federal statutory claims.

21 173. This answering Defendant affirmatively assert that Plaintiff is
22 required to prove her claims through qualified expert testimony. *See* A.R.S. §§ 12-2603;
23 12-2604.

24 174. These answering Defendant, to avoid waiver at this time, alleges all
25 additional affirmative defenses set forth in Rule 8(c) and Rule 12(b), Federal Rules of Civil
26 Procedure.
27
28

1 WHEREFORE, having fully answered Plaintiff's First Amended Complaint,
2 Defendant prays that Plaintiff takes nothing and that the First Amended Complaint be
3 dismissed.

4 DATED this 12th day of August, 2024.

5 JONES, SKELTON & HOCHULI, P.L.C.

6
7 By /s/Brandi C. Blair

8 John T. Masterson
9 Brandi C. Blair
40 N. Central Avenue, Suite 2700
10 Phoenix, Arizona 85004
11 Attorneys for Defendant STG
International, Inc.

12 **CERTIFICATE OF SERVICE**

13 I hereby certify that on this 12th day of August, 2024, I caused the foregoing
14 document to be filed electronically with the Clerk of Court through the CM/ECF System
15 for filing; and served on counsel of record via the Court's CM/ECF system.
16

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24
25
26
27 /s/Gladys Negron
28